

EXHIBIT 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
W. R. GRACE & CO., *et al.*) Case No. 01-1139 (JKF)
) Jointly Administered
Debtors.)
)

FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF
THE BANKRUPTCY CODE OF W. R. GRACE & CO., ET AL., THE OFFICIAL
COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS, THE ASBESTOS PI
FUTURE CLAIMANTS' REPRESENTATIVE, AND THE OFFICIAL COMMITTEE OF
EQUITY SECURITY HOLDERS DATED FEBRUARY 27, 2009

David M. Bernick, P.C.
Theodore L. Freedman
Deanna D. Boll
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, NY 10022
Telephone: (212) 446-4800

Laura Davis Jones (#2436)
James E. O'Neill (#4042)
Timothy Cairns (#4228)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100

Counsel for the Debtors and Debtors in Possession

Roger Frankel
Richard H. Wyron
Debra L. Felder
ORRICK, HERRINGTON & SUTCLIFFE
LLP
Columbia Center
1152 15th Street, NW
Washington, DC 20005-1706
Telephone: (202) 339-8400

John C. Phillips, Jr. (#110)
PHILLIPS, GOLDMAN & SPENCE, P.A.
1200 North Broom Street
Wilmington, DE 19806
Telephone: (302) 655-4200

*Counsel for David T. Austern,
Asbestos PI Future Claimants' Representative*

Elihu Inselbuch
CAPLIN & DRYSDALE, CHARTERED
375 Park Avenue, 35th Floor
New York, NY 10152-3500
Telephone: (212) 319-7125

Peter Van N. Lockwood
Ronald Reinsel
Jeffrey Liesemer
CAPLIN & DRYSDALE, CHARTERED
One Thomas Circle, NW
Washington, DC 20005
Telephone: (202) 862-5000

Marla R. Eskin (#2989)
Mark T. Hurford (#3299)
CAMPBELL & LEVINE, LLC
800 King Street, Suite 300
Wilmington, DE 19801
Telephone: (302) 426-1900

Counsel for the Official Committee of Asbestos Personal Injury Claimants

Philip Bentley
Douglas Mannal
KRAMER LEVIN NAFTALIS & FRANKEL
LLP
1177 Avenue of the Americas
New York, NY 10036
Telephone: (212) 715-9100

Teresa K.D. Currier (#3080)
BUCHANAN INGERSOLL & ROONEY PC
The Brandywine Building
1000 West Street, Suite 1410
Wilmington, DE 19801
Telephone: (302) 552-4200

Counsel for the Official Committee of Equity Security Holders

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS, CONSTRUCTION OF TERMS, EXHIBITS AND ANCILLARY DOCUMENTS.....	2
1.1 DEFINED TERMS	2
1.2 OTHER TERMS/INTERPRETATION	40
1.3 THE PLAN DOCUMENTS	42
1.4 ANCILLARY DOCUMENTS	42
ARTICLE 2 PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS	42
2.1 UNCLASSIFIED CLAIMS.....	42
2.1.1 PAYMENT OF ALLOWED ADMINISTRATIVE EXPENSE CLAIMS	42
2.1.2 PRIORITY TAX CLAIMS.....	43
ARTICLE 3 CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS	44
3.1 SUMMARY	44
3.1.1 Class 1. Priority Claims	45
3.1.2 Class 2. Secured Claims.....	45
3.1.3 Class 3. Employee Benefit Claims.....	46
3.1.4 Class 4. Workers' Compensation Claims	46
3.1.5 Class 5. Intercompany Claims	47
3.1.6 Class 6. Asbestos PI Claims.....	47
3.1.7 Class 7. Asbestos PD Claims	48
3.1.8 Class 8. CDN ZAI PD Claims	50
3.1.9 Class 9. General Unsecured Claims.....	50
3.1.10 Class 10. Equity Interests in the Parent	54
3.1.11 Class 11. Equity Interests in the Debtors other than the Parent.....	55
ARTICLE 4 MODIFICATION OR WITHDRAWAL OF THIS PLAN	55
4.1 MODIFICATION OF THE PLAN; AMENDMENT OF PLAN DOCUMENTS.....	55
4.1.1 Modification of the Plan	55
4.1.2 Post-Effective Date Amendment of Other Plan Documents.....	56
4.2 WITHDRAWAL OF THIS PLAN	56

TABLE OF CONTENTS
(continued)

	Page
4.2.1 Right to Withdraw this Plan.....	56
4.2.2 Effect of Withdrawal.....	56
ARTICLE 5 PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS AND ASBESTOS CLAIMS GENERALLY	56
5.1 OBJECTION TO CLAIMS (OTHER THAN ASBESTOS PI CLAIMS, ASBESTOS PD CLAIMS, AND CDN ZAI PD CLAIMS); PROSECUTION OF DISPUTED CLAIMS	57
5.2 RESOLUTION OF ASBESTOS PI CLAIMS.....	57
5.3 RESOLUTION OF ASBESTOS PD CLAIMS	57
5.4 RESOLUTION OF CDN ZAI PD CLAIMS	58
ARTICLE 6 ACCEPTANCE OR REJECTION OF THIS PLAN	58
6.1 IMPAIRED CLASSES TO VOTE	58
6.2 ACCEPTANCE BY IMPAIRED CLASSES OF CLAIMS	58
6.3 PRESUMED ACCEPTANCE OF THIS PLAN	58
6.4 ACCEPTANCE PURSUANT TO SECTION 524(G) OF THE BANKRUPTCY CODE.....	58
6.5 NONCONSENSUAL CONFIRMATION.....	58
6.5.1 Cram Down.....	58
6.5.2 General Reservation of Rights	59
ARTICLE 7 IMPLEMENTATION OF THIS PLAN	59
7.1 CORPORATE GOVERNANCE	59
7.1.1 Amendment of Certificates of Incorporation of the Debtors	59
7.1.2 Amendment of By-Laws of the Parent	60
7.1.3 Precedence of Share Issuance Obligations	60
7.1.4 Warrants	60
7.2 THE ASBESTOS PI TRUST	61
7.2.1 Creation of the Asbestos PI Trust.....	61
7.2.2 Funding of the Asbestos PI Trust.....	62
7.2.3 Transfer of Claims and Demands to the Asbestos PI Trust.....	63
7.2.4 Assignment and Enforcement of Asbestos PI Trust Causes of Action 63	
7.2.5 Appointment and Termination of Asbestos PI Trustees	64

TABLE OF CONTENTS
(continued)

	Page
7.2.6 Creation and Termination of the Asbestos PI TAC	64
7.2.7 Cooperation Agreement.....	64
7.2.8 Institution and Maintenance of Legal and other Proceedings.....	64
7.3 THE ASBESTOS PD TRUST.....	64
7.3.1 Creation of the Asbestos PD Trust.....	64
7.3.2 Funding of the Asbestos PD Trust.....	65
7.3.3 Transfer of Claims and Demands to the Asbestos PD Trust	66
7.3.4 Assignment and Enforcement of Asbestos PD Trust Causes of Action	66
7.3.5 Appointment and Termination of Asbestos PD Trustees	66
7.3.6 Creation and Termination of the Zonolite Attic Insulation TAC	67
7.4 PAYMENTS AND DISTRIBUTIONS UNDER THIS PLAN	67
7.4.1 Asbestos PI Trust Payments, Asbestos PD Trust Payments and Plan Distributions.....	67
7.4.2 Timing of Plan Distributions	68
7.5 DELIVERY OF DISTRIBUTIONS AND UNDELIVERABLE OR UNCLAIMED DISTRIBUTIONS.....	68
7.5.1 Delivery by the Reorganized Debtors of Distributions in General.....	68
7.5.2 Undeliverable Distributions by the Reorganized Debtors	68
7.6 PAYMENTS UNDER THIS PLAN	69
7.6.1 Manner of Cash Payments under this Plan	69
7.6.2 Fractional Payments under this Plan.....	69
7.7 CONDITIONS TO OCCURRENCE OF THE CONFIRMATION DATE	69
7.8 CONDITIONS TO OCCURRENCE OF THE EFFECTIVE DATE	81
7.9 MANAGEMENT OF THE REORGANIZED DEBTORS.....	85
7.10 CORPORATE ACTION	85
7.11 EFFECTUATING DOCUMENTS AND FURTHER TRANSACTIONS.....	85
7.12 ALLOCATION OF PLAN DISTRIBUTIONS BETWEEN PRINCIPAL AND INTEREST	85
7.13 NO SUCCESSOR LIABILITY	85

TABLE OF CONTENTS
(continued)

	Page
7.14 DEEMED CONSOLIDATION OF THE DEBTORS FOR PLAN PURPOSES ONLY	86
7.15 INSURANCE NEUTRALITY	87
ARTICLE 8 INJUNCTIONS, RELEASES & DISCHARGE	88
8.1 DISCHARGE	88
8.1.1 Discharge of the Debtors and Related Discharge Injunction.....	88
8.1.2 Discharge of Liabilities to Holders of Asbestos PI Claims	89
8.1.3 Discharge of Liabilities to Holders of Asbestos PD Claims.....	89
8.1.4 Discharge of Liabilities to Holders of CDN ZAI PD Claims	89
8.1.5 Disallowed Claims and Disallowed Equity Interests.....	89
8.1.6 Non-Dischargeable ERISA Liability	90
8.2 THE ASBESTOS PI CHANNELING INJUNCTION	90
8.2.1 Asbestos PI Channeling Injunction.....	90
8.2.2 Reservations from Asbestos PI Channeling Injunction	91
8.3 THE ASBESTOS PD CHANNELING INJUNCTION	93
8.3.1 Asbestos PD Channeling Injunction	93
8.3.2 Reservations from Asbestos PD Channeling Injunction.....	94
8.4 ASBESTOS INSURANCE ENTITY INJUNCTION	96
8.4.1 Asbestos Insurance Entity Injunction	96
8.5 SUCCESSOR CLAIMS INJUNCTION	97
8.5.1 Injunction	97
8.6 INJUNCTIONS AND RELEASES RELATED TO THE SEALED AIR INDEMNIFIED PARTIES AND FRESENIUS INDEMNIFIED PARTIES	98
8.7 TERM OF CERTAIN INJUNCTIONS AND AUTOMATIC STAY	99
8.7.1 Injunctions and/or Automatic Stays in Existence Immediately prior to Confirmation.....	99
8.7.2 Injunctions Provided for in this Plan	99
8.8 ADDITIONAL RELEASES AND INDEMNIFICATION	99
8.8.1 Release of Sealed Air Indemnified Parties	99
8.8.2 Reservation of Rights With Respect to Cryovac Transaction Contractual Obligations	100

TABLE OF CONTENTS
(continued)

	Page
8.8.3 Release of Fresenius Indemnified Parties	101
8.8.4 Assumption of 1998 Tax Sharing Agreement and Section 4.04 of the TSIA.....	101
8.8.5 Effect of the Fresenius Settlement Agreement, the Fresenius Settlement Order, and the Sealed Air Settlement Agreement.....	102
8.8.6 Release of Avoidance Actions.....	102
8.8.7 Specific Releases by Holders of Claims or Equity Interests.....	102
8.8.8 Release by Debtors and Estate Parties.....	103
8.8.9 Indemnification of Representatives of the Debtors and Non-Debtor Affiliates	103
8.8.10 Indemnification of Reorganized Debtors and Their Representatives by the Asbestos PI Trust.....	103
8.8.11 Indemnification of the Reorganized Debtors and Their Representatives by the Asbestos PD Trust.....	104
ARTICLE 9 EXECUTORY CONTRACTS, UNEXPIRED LEASES, LETTERS OF CREDIT, SURETY BONDS, COMPENSATION, INDEMNITY AND BENEFIT PROGRAMS	105
9.1 ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	105
9.1.1 Assumption Generally.....	105
9.1.2 Assumption Procedures.....	105
9.1.3 Rejection of Certain Executory Contracts and Unexpired Leases.....	107
9.2 LETTERS OF CREDIT AND SURETY BONDS	108
9.3 COMPENSATION, INDEMNITY AND BENEFIT PROGRAM	108
9.3.1 Employee Benefits.....	108
9.3.2 Retiree Benefits.....	109
9.3.3 Workers' Compensation Benefits.....	109
ARTICLE 10 RETENTION OF JURISDICTION	109
10.1 PLAN DOCUMENTS.....	109
10.2 EXECUTORY CONTRACTS AND UNEXPIRED LEASES	109
10.3 DISPUTED CLAIMS ALLOWANCE/DISALLOWANCE	110

TABLE OF CONTENTS
(continued)

	Page
10.4 ENFORCEMENT/MODIFICATION OF THIS PLAN AND THE RELEASES, INJUNCTIONS AND DISCHARGE PROVIDED UNDER THE PLAN	110
10.5 COMPENSATION OF PROFESSIONALS.....	111
10.6 SETTLEMENTS.....	111
10.7 TAXES	111
10.8 SPECIFIC PURPOSES	111
10.9 INSURANCE MATTERS	111
ARTICLE 11 MISCELLANEOUS PROVISIONS.....	112
11.1 AUTHORITY OF THE DEBTORS.....	112
11.2 AUTHORITY OF THE REORGANIZED DEBTORS TO GRANT NEW STOCK INCENTIVE PLAN AND IMPOSE STOCK TRADING RESTRICTIONS	112
11.3 PAYMENT OF STATUTORY FEES.....	112
11.4 RETAINED CAUSES OF ACTION	112
11.4.1 Maintenance of Causes of Action	112
11.4.2 Preservation of All Causes of Action not Expressly Settled or Released	113
11.5 THIRD-PARTY AGREEMENTS.....	114
11.6 REQUIREMENTS OF THE FRESENIUS SETTLEMENT AGREEMENT	114
11.7 REQUIREMENTS OF THE SEALED AIR SETTLEMENT AGREEMENT	114
11.8 DISSOLUTION OF THE UNSECURED CREDITORS' COMMITTEE, THE ASBESTOS PI COMMITTEE, THE ASBESTOS PD COMMITTEE AND THE EQUITY COMMITTEE; CONTINUED RETENTION OF THE ASBESTOS PI FUTURE CLAIMANTS' REPRESENTATIVE AND THE ASBESTOS PD FUTURE CLAIMANTS' REPRESENTATIVE.....	114
11.9 EXONERATION	115
11.10 TITLE TO ASSETS; DISCHARGE OF LIABILITIES.....	116
11.11 ENTIRE AGREEMENT	116
11.12 NOTICES.....	116
11.13 HEADINGS	120

TABLE OF CONTENTS
(continued)

	Page
11.14 GOVERNING LAW.....	120
11.15 FILING OF ADDITIONAL DOCUMENTS.....	120
11.16 COMPLIANCE WITH TAX REQUIREMENTS	120
11.17 EXEMPTION FROM TRANSFER TAXES.....	120
11.18 FURTHER ASSURANCES	120
11.19 FURTHER AUTHORIZATIONS.....	121

Class 4 is unimpaired. The Holders of the Workers' Compensation Claims in Class 4 are deemed to have voted to accept this Plan and, accordingly, their separate vote will not be solicited.

3.1.5 Class 5. Intercompany Claims

(a) Classification

Class 5 consists of all Intercompany Claims.

(b) Treatment

This Plan leaves unaltered the legal, equitable, and contractual rights to which each such Intercompany Claim entitles the Holder of such Intercompany Claim.

(c) Impairment and Voting

Class 5 is unimpaired. The Holders of Intercompany Claims in Class 5 are deemed to have voted to accept this Plan and, accordingly, their separate vote will not be solicited.

3.1.6 Class 6. Asbestos PI Claims

(a) Classification

Class 6 consists of all Asbestos PI Claims against the Debtors.

(b) Treatment

(i) All Asbestos PI Claims shall be resolved in accordance with the terms, provisions, and procedures of the Asbestos PI Trust Agreement and the Asbestos PI TDP (unless previously allowed pursuant to an Order of the Court or agreement of the parties).

(ii) All Asbestos PI Claims shall be paid by the Asbestos PI Trust solely from the Asbestos PI Trust Assets as and to the extent provided in the Asbestos PI TDP. Asbestos PI Claims shall not be deemed Allowed or Disallowed (unless an order or agreement approved by the Court allowing the Claim has been previously entered), but rather shall be resolved by the Asbestos PI Trust pursuant to the terms of the Asbestos PI TDP.

(c) Asbestos PI Channeling Injunction

The sole recourse of the Holder of an Asbestos PI Claim on account of such Asbestos PI Claim (whether or not such Asbestos PI Claim has been previously allowed pursuant to an Order of the Court or agreement of the parties) shall be to the Asbestos PI Trust pursuant to the provisions of the Asbestos PI Channeling Injunction, the Asbestos PI Trust Agreement, and the Asbestos PI TDP.